

**AGREEMENT
BETWEEN
THE
TOWN OF BOXBOROUGH
AND
BOXBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION
PFFM LOCAL 4601**

JULY 1, 2009 through JUNE 30, 2012

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PREAMBLE

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Boxborough Permanent Firefighters, PFFM Local 4601, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for all permanent, full-time, uniformed Firefighter/EMTs, Lieutenants and excluding all others.

The EMPLOYER will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the UNION or changing any condition contained in this Agreement.

ARTICLE 2 - NON DISCRIMINATION / UNION SECURITY

SECTION 1: EMPLOYEES shall be free to become or refrain from becoming members of the UNION as they see fit.

SECTION 2: The EMPLOYER agrees not to enter into any bargaining or individual negotiations or collective agreement with any EMPLOYEE of the Boxborough Fire Department for purposes dealing with the normal duties of the Department, as described in Article 9, without consent of the UNION.

SECTION 3: A failure by the EMPLOYER and the UNION to exercise any rights, as determined by this Agreement, or a decision of the EMPLOYER and the UNION to not exercise any rights, shall not be deemed to be a waiver by the EMPLOYER and the UNION should either choose to enforce the rights in any other instance or instances.

ARTICLE 3 - UNION DUES / AGENCY SERVICE FEES

SECTION 1: The EMPLOYER agrees to deduct one initiation fee, in the amount to be set by the UNION, for each EMPLOYEE who so authorizes the EMPLOYER in writing; and to deduct UNION dues not to exceed the amount set by the UNION members from the pay of each EMPLOYEE who executes or has executed an appropriate form of authorization and to remit monthly the aggregate amount to the Treasurer of the UNION along with a list of EMPLOYEES who have said dues deducted. The authorization form attached hereto as Attachment B and made a part hereof, is deemed by the parties to be an appropriate form. The UNION shall be responsible to provide the EMPLOYER Treasurer with the amount of the initiation fee and dues relative to this article. An EMPLOYEE that submits a payroll deduction form must also sign a "hold harmless agreement" to withhold any liability from the EMPLOYER once the money is turned over to the UNION.

SECTION 2: Any member of the bargaining unit who is not a member of the UNION shall, as a condition of employment during the life of this Collective Bargaining Agreement, pay a monthly agency service fee to the UNION in an amount not greater than the UNION dues. The agency service fee requirement for any member of the Department who is not a member of the UNION shall begin after the thirtieth (30th) day following the commencement of his/her employment or the effective date of this Agreement, whichever is later. The EMPLOYER agrees to deduct the agency service fees from the salary of each EMPLOYEE that is not a member of the UNION who signs an authorization permitting the deductions to be made and a hold harmless agreement. Said agency service fees shall be handled in the same manner as UNION dues, described in Section 1 of this Article. This section of the contract shall be applied in conformance with Chapter 150E, Sec. 12, and Chapter 180, Sec. 17A, of the General Laws of Massachusetts.

SECTION 3: It is understood that it is the responsibility of the UNION to provide any necessary authorization forms and to have them executed by the EMPLOYEES.

ARTICLE 4 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: A grievance is defined as any dispute between a represented EMPLOYEE and the EMPLOYER concerning the meaning, interpretation, or application of an express and specific provision of this Agreement.

SECTION 2: The following is the grievance procedure:

Step 1: The Steward, with or without the aggrieved EMPLOYEE, shall take up the grievance, in writing, with the Chief, within fourteen (14) calendar days of its occurrence... "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought on, a cover sheet in the form of the Complaint/Grievance Form (per Attachment A) The form shall be hand delivered between the parties and signed and dated by each of the parties at each step of the process.

The time clock for escalation of the grievance shall be started only upon personal receipt of documents by the Chief, who shall attempt to resolve or adjudicate the matter with a response in writing within fourteen (14) calendar days of receipt.

Step 2: If the grievance still remains unsettled, it shall be presented to the Board of Selectmen in writing within fourteen (14) calendar days of the Chief's answer in Step 1. The Board of Selectmen will have a hearing on the grievance within fourteen (14) calendar days of the receipt of the grievance and shall respond, adjust, or settle the matter, in writing, within fourteen (14) calendar days from the date of the hearing.

Step 3: In the event that the grievance remains unresolved, after the first two steps of the grievance procedure, either party may, within thirty (30) calendar days of the reply of the Board of Selectmen, by written notice to the other party, refer the matter to arbitration. The arbitration proceeding shall be conducted according to the rules and regulations of the American Arbitration Association. The American Arbitration Association will be the arbitrator unless another is chosen by mutual agreement.

The Arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument. The decision of the Arbitrator shall be final and binding on the parties.

The decision rendered by any arbitrator shall be confined to the scope of this Agreement and shall not infringe upon any right vested to the EMPLOYER by statutory authority.

Administrative fees charged by the Arbitrator and the cost of the expenses for the Arbitrator's services and the proceedings, if any, shall be borne equally by the EMPLOYER and the UNION. However, if the UNION or aggrieved EMPLOYEE withdraws the complaint from arbitration within six (6) months of submission to arbitration, the UNION or the EMPLOYEE is responsible for all administrative fees.

If either party desires a verbatim record of proceedings, it may cause such a record to be made. All transcripts will be made available to the Arbitrator at no cost to the other party. If both parties desire a verbatim record of the proceedings, all associated costs will be shared.

SECTION 3: Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived. The parties may, by mutual agreement in writing, extend the time limits referred to in this Article.

SECTION 4: No grievance based on an event or condition which occurred or existed prior to the enactment of this contract may be the subject of a grievance.

SECTION 5: The failure of the EMPLOYEE to file a grievance, or the decision of the EMPLOYEE not to file a grievance, in one or more instances, shall not be deemed to be a waiver if an EMPLOYEE chooses to file a grievance in any other instance or instances.

ARTICLE 5 - TRAINING PERIOD

Each new EMPLOYEE shall be considered a TRAINEE for the first six months or 120 worked shifts, whichever is longer. TRAINEES may be disciplined, discharged, or otherwise terminated in the sole discretion of the Chief.

ARTICLE 6 - JUST CAUSE

EMPLOYEES who have passed their training period shall not be disciplined or discharged without just cause. The UNION Steward shall be notified in writing of the discipline of any non-TRAINEE after the discipline is given.

ARTICLE 7 - SENIORITY

Seniority is determined from the start date of full-time employment as a Firefighter/EMT for the EMPLOYER. Call time, Per Diem time, other EMPLOYER employment, and employment in other towns shall not be factored in. Disability, disciplinary actions, and approved leave of absences shall not be considered in determining seniority.

The length of continuous service as a full-time EMPLOYEE in the Boxborough Fire Department, shall determine the seniority of the EMPLOYEE.

Each fiscal year the EMPLOYER will supply to the UNION an up-to-date seniority list.

ARTICLE 8 - HOURS OF WORK / OVERTIME / CALL BACK/ ORDER IN TO DUTY

SECTION 1: Unless otherwise provided for in this Agreement, the normal weekly hours of duty for UNION EMPLOYEES shall not exceed fifty (50) hours per week, and will not exceed ten (10) hours per day. The regular work schedule will be five (5), ten (10) hour days. An alternative schedule may be arranged by mutual agreement between the UNION and the Chief.

SECTION 2: Work schedules in force at the time of the adoption of this Agreement shall not be changed without one-month's notice, except in an emergency.

SECTION 3: Whenever any EMPLOYEE is assigned by the Chief to work in excess of his/her regularly assigned work week or daily work schedule, he/she shall be paid for such overtime work at one and one-half (1.5) times his/her normal hourly rate, or he/she may, with the consent of the Chief, take compensatory time off at one and one-half (1.5) times the overtime hours worked.

SECTION 4: Overtime pay shall be calculated at a rate of one and one-half (1.5) times the EMPLOYEE'S regular hourly rate, said hourly rate to be determined by dividing the appropriate weekly pay by fifty (50). Appropriate weekly pay includes base weekly pay and any stipend pay, if applicable.

Overtime payable to the EMPLOYEES shall be paid on the next payday after the pay period in which the overtime is worked.

SECTION 5: Compensatory time off in lieu of overtime pay (per Section 3) shall be available for use upon its being granted by the Chief, and must be used within the fiscal year in which it was earned. An EMPLOYEE shall not accumulate more than five (5) days of compensatory time in a fiscal year. If such time is not used in the fiscal year in which it was earned it will be paid, at the rate at which it was earned, in the last payroll check of the fiscal year.

If an EMPLOYEE'S employment with the EMPLOYER is voluntarily terminated or forced by staff reduction, then the unused compensatory time that has not expired will be paid to the EMPLOYEE at one and one-half (1.5) times their hourly wage.

SECTION 6: In the event that bargaining unit EMPLOYEES are required to return to work to provide coverage they will receive a four (4)-hour minimum at their overtime rate. Call Firefighters will not be called in without also recalling full-time firefighters. A call back shall be made when an incident requires a more-than-one-apparatus response. A call back shall be made on any incident listed in the dispatch protocols as being a more-than-one-piece response. A call back shall be made on all mutual-aid runs. A failure of dispatch or department personnel to follow protocol shall not prevent a member from being compensated if returning for a call back. The Chief, or a Department Officer, has the right to evaluate a situation and alter the regular procedures for a response if it is warranted.

SECTION 7: An EMPLOYEE responding to a box or still alarm, called back to duty, or held overtime beyond his regular tour of duty shall be released when, in the opinion of the Chief or of the officer in charge, the situation initiating the response no longer warrants the extra coverage and equipment is back in service to the Chief's or officer-in-charge's satisfaction.

SECTION 8: If a shift is not filled seventy-two (72) hours prior to the start time of the shift, then it shall be offered to EMPLOYEES covered under this Agreement. It shall be offered in a rotating manner, as approved by the Chief, and paid at a rate of one and one-half (1.5) times the EMPLOYEE'S regular hourly rate as covered under Section 4.

An EMPLOYEE will receive notice of an order-in not later than twenty-four (24) hours prior to the start time of a shift, unless an emergency situation exists. The order-in rotation list will be subject to the Chief's review as appropriate.

An order-in will not be instituted until it is offered first through the rotation list and then to per-diem firefighters. The only exception would be an emergency situation. The Chief may require a full-time shift to be filled by full-time EMPLOYEES.

SECTION 9: The system for offering non-emergency overtime work and the call back of personnel in emergency situations may be devised and recommended by the UNION, but must be approved by the Chief prior to installation. This section shall apply to both full-shift coverage and other overtime not caused by a fire or ambulance emergency.

SECTION 10: Any and all overtime hours shall be offered to EMPLOYEES covered by this Agreement first, before per-diem or other EMPLOYER EMPLOYEES. Full-time shift openings shall be offered to EMPLOYEES covered by this Agreement before any other persons.

SECTION 11: No EMPLOYEE shall be required to work more than three (3) consecutive shifts, unless it is an emergency situation. No EMPLOYEE shall work more than four (4) consecutive shifts unless deemed necessary by the Chief.

ARTICLE 9 - DUTIES

SECTION 1: The EMPLOYEES of the Fire Department shall normally perform duties to prevent, control and extinguish fires, and other duties reasonably related thereto, operation of the Fire Department ambulance and the daily maintenance of property equipment, and facilities necessary for efficiency, safety, and cleanliness within the Department. Such duties shall include all those heretofore performed by EMPLOYEES of the Fire Department and shall also include emergency snow shoveling at, and testing of, fire hydrants. The EMPLOYER will be responsible to provide the necessary equipment to carry out the duties (i.e., snowplow, shovels, brooms, cleaning equipment, tools, etc.). Duties will be in accordance with current job descriptions.

SECTION 2: An EMPLOYEE may be asked, but shall not be ordered to perform the duties of another EMPLOYER's department or EMPLOYEE. An EMPLOYEE may be asked, but shall not be ordered to do any work outside the normal scope of the firefighters' current job description or to do work which requires special licenses or permits.

SECTION 3: An EMPLOYEE working out of rank for more than three (3) consecutive work days will receive compensation for that rank at the lowest step that is higher than the EMPLOYEE'S normal salary. An EMPLOYEE working out of rank at a lower rank will maintain their normal pay rate.

ARTICLE 10 - HOLIDAYS

The following days shall be considered paid Holidays:

| | |
|-----------------------------|---------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Columbus Day |
| Presidents Day | Veterans Day |
| Patriots' Day | Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

And any other day that may be declared a Holiday by the Town of Boxborough.

Holiday pay for each EMPLOYEE shall be paid at the EMPLOYEE'S normal daily rate.

If a holiday occurs within an EMPLOYEE'S vacation period, it will not be counted as a vacation day.

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay an amount equal to one and one-half (1.5) times their regular rate of pay for all hours worked, and shall be guaranteed a minimum of four (4) hours' pay at such rate. The Chief may require that Holidays be filled by at least one full-time member.

The full-time member will be chosen on a rotating basis in a manner determined by the Chief. If the Chief is unable to fill other slots with per-diem EMPLOYEES then full-time members will be assigned in the same order as the order-in rotation list.

In lieu of holiday pay, an EMPLOYEE may elect to receive one (1) day or ten (10) hours of time off without loss of pay provided that:

(a) The EMPLOYEE shall notify the Chief in advance of the holiday if they elect to take the holiday either as time off or as pay.

(b) The EMPLOYEE shall notify the Chief of the time off that they elect to take off no less than ten (10) days in advance.

(c) If an EMPLOYEE fails to notify the Chief less than ten (10) days in advance, for an unplanned event the Chief shall not withhold their authority unreasonably, provided that there is no additional cost to EMPLOYER.

(d) The EMPLOYEE will not work an overtime shift before or after the holiday shift used as a day off, except with the approval of the Chief.

(e) This time off shall be taken only after it is earned and before the end of the fiscal year in which it was earned.

ARTICLE 11 – VACATIONS

All EMPLOYEES shall accrue vacation, with pay, as follows:

| Service | Accrual Rate | Vacation |
|------------------------------------|-----------------------|----------------------------|
| Date of hire to end of fiscal year | 8.34 hours per month | |
| After one (1) year | 8.34 hours per month | Ten (10) work days |
| After five (5) years | 12.5 hours per month | Fifteen (15) work days |
| After ten (10) years | 16.67 hours per month | Twenty (20) work days |
| After fifteen (15) years | 20.83 hours per month | Twenty-five (25) work days |

Employees shall be allowed to use vacation in half-day increments.

SECTION 1: For EMPLOYEES with hire date from January 1, through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the chart above. For EMPLOYEES with hire date from July 1, through December 31, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

SECTION 2: Each vacation year begins on July 1. Vacation time earned may be taken within the vacation year it was earned but may be deferred, by the EMPLOYEE, for a maximum of one year. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 4 and 5 of this Article.

SECTION 3: The Chief must pre-approve vacation schedules. If more EMPLOYEES than can be scheduled at one time request the same days off, request(s) from the more senior EMPLOYEE(s) shall receive priority.

Requests for vacation must be submitted to the Chief not less than forty-five (45) days prior to the start of the planned vacation. If an EMPLOYEE fails to provide such notice, approval for the requested time off may be granted at the discretion of the Chief. Approval for requests without sufficient notice will not be unreasonably withheld.

An EMPLOYEE shall not have to cancel approved vacation time to a senior member if there is less than two-months time before the approved date(s).

SECTION 4: If an EMPLOYEE is terminated from the department he/she shall be entitled to payment for vacation time accrued.

SECTION 5: If an EMPLOYEE dies, the vacation benefits to which he/she would have been entitled shall be paid to his/her estate.

SECTION 6: If an EMPLOYEE is ordered to work by the Chief or his/her designee during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days vacation time for each day affected. The

EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

ARTICLE 12 - SICK LEAVE

SECTION 1: EMPLOYEES shall be entitled to one (1) day (10 hours) of paid sick leave for each five (5) calendar weeks of continuous service per year to be used in case of illness, or injury, or other temporary disability which necessitates his/her absence from work.

SECTION 2: No EMPLOYEE may accumulate more than one hundred eighty (180) days (1,800 hours) sick leave with pay.

SECTION 3: In absences of more than three consecutive working days, the Chief, at his/her sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick-leave pay.

SECTION 4: If the EMPLOYEE has a medical condition preventing accomplishment of assigned duties, the EMPLOYEE must notify the Chief of such condition prior to reporting for duty.

SECTION 5: After an extended leave or accident, the Chief, at his/her sole discretion, may request a certificate of fitness for duty from a doctor in order to allow the EMPLOYEE to return to work.

SECTION 6: When an EMPLOYEE is on sick leave and his/her accrued sick time expires, further sick leave benefits will no longer accrue. Health insurance and other benefits that do continue to apply will be consistent with FMLA and MGL Chapter 32B.

SECTION 7: Unused sick leave can not be converted to pay or compensation of any kind.

ARTICLE 13 - JURY DUTY

The EMPLOYER agrees to make up the difference in an EMPLOYEE'S wages between a normal week's wages and compensation received for jury duty, excluding expenses. EMPLOYEE will provide proof of jury duty attendance prior to payment.

ARTICLE 14 - BEREAVEMENT LEAVE

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of a regular, full-time employee shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed three (3) working days. In the event that the aunt, uncle brother-in-law or sister-in-law of a regular, full-time employee, or of the employee's spouse or partner, shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed one (1) working day.

ARTICLE 15 - PERSONAL BUSINESS LEAVE

EMPLOYEES shall be allowed each fiscal year, as hereinafter provided, three (3) ten (10) hour personal days with pay, at their straight-time rate, to attend to business matters which necessitate their presence. Such leave shall be taken with the prior approval of the Chief.

EMPLOYEES are eligible for one day of paid personal leave for each four (4) months worked. EMPLOYEES may accrue no more than three (3) personal days. Personal days may not be converted to pay or compensation of any kind.

ARTICLE 16 - MILITARY LEAVE

If an EMPLOYEE, who is a member of an organized unit of the ready reserve of the armed forces, gives written notice to the Chief of the date that he/she wishes to depart for the purpose of military training, he/she shall be entitled to the benefits provided by M.G.L. Chapter 149, Section 52A so long as he/she complies with the terms and conditions set forth therein. Such EMPLOYEES shall be paid the compensation that he/she would otherwise have received during his/her leave, less all monies that he/she received from the military (excluding

reimbursement of out-of-pocket expenses) for such training. The EMPLOYER will comply with the Gulf War Veterans' Act.

ARTICLE 17 - UNION REPRESENTATIVES

A written list of UNION officers and the name of the UNION steward shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER in writing of any changes.

Upon prior approval of the Chief, the UNION steward shall be allowed time off with pay, up to three (3) days per year, to investigate and file grievances and to attend arbitration, hearings, or any other administrative meeting.

ARTICLE 18 – PRIVATE PUBLIC SAFETY DETAIL PAY

SECTION 1: Private-party public safety details shall be paid at forty-five dollars (\$45.00) per hour with a four (4)-hour minimum. A two (2)-hour notice prior to cancellation for detail coverage is required. Notice shall be made to the Boxborough Fire Department. Details extending beyond eight (8) hours will have the hours worked beyond eight (8) paid at sixty-seven dollars and fifty cents (\$67.50). Any number of minutes into a new hour is considered a full hour for payment terms.

SECTION 2: Details requested by private concerns, shall be offered to full-time members before any other department members.

SECTION 3: Details will be offered to full-time members on a rotating basis. If no full-time member accepts the detail then it can be offered to Call Firefighters.

ARTICLE 19 - ACCESS TO PREMISES

The EMPLOYER agrees to permit representatives of the Professional Firefighters of Massachusetts and the International Union of Firefighters to enter the premises at any time for discussion of working conditions with individual EMPLOYEES, provided that they do not interfere with the performance of duties assigned to the EMPLOYEES. The Chief may require prior notice. No more than two (2) representatives will enter the premises at any time.

ARTICLE 20 - BULLETIN BOARDS

Announcements shall be posted on the Fire Station UNION bulletin board, which will be located in a non-public area of the station. For the purposes of this Section, "Announcements" will be defined as notices of official UNION business, signed by the officer who is posting, with a copy provided to the Chief.

ARTICLE 21 - TRAINING

EMPLOYEES are encouraged to attend classes at the Massachusetts Firefighting Academy and the National Fire Academy. Firefighters/EMTs shall not lose benefits, pay, or vacation days while attending classes authorized or mandated by the Chief. For such authorized or mandated classes that are not during normal work hours, Firefighters/EMTs will be paid at their overtime rate.

ARTICLE 22 - NEW HIRES

SECTION 1: New hires will complete their Massachusetts State Certification to the Firefighter I and II levels (or I/II combination) under the guidelines of the Massachusetts Fire Training Council and will be a Massachusetts State Certified Emergency Medical Technician under the guidelines of the Massachusetts Office of Emergency Medical Services before the end of their training period.

SECTION 2: New hires will be TRAINEES for a six-month period or 120 worked shifts, whichever is longer, with the option for extensions that may be initiated by the Chief.

ARTICLE 23 - INSURANCE

SECTION 1: Medical Insurance - the EMPLOYER will continue to provide an indemnity plan paid at fifty percent (50%) by the EMPLOYER and an HMO plan paid at seventy-five percent (75%) by the EMPLOYER or their equivalent.

SECTION 2: Group Life, Accidental Death and Dismemberment Insurance - the EMPLOYER will continue to provide the same insurance, or its equivalent, presently in effect and pay fifty percent (50%) of the first ten thousand dollars' coverage (\$10,000.00) of the premium for this insurance. The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

SECTION 3: Liability Insurance - the EMPLOYER will continue to provide the liability insurance, or equivalent, presently in effect to EMPLOYEES.

SECTION 4: Disability Insurance - the EMPLOYER will continue to provide the disability insurance, or equivalent, presently in effect to EMPLOYEES. The EMPLOYER will continue to pay fifty percent (50%) of the premium for this insurance.

SECTION 5: Changed Benefits - in the event that the EMPLOYER changes benefits or terms relating to insurance, in excess of, or more advantageous to the EMPLOYEES, than those provided in this Agreement, such benefits or terms shall prevail to the extent permitted by law.

SECTION 6: The Town and the Union acknowledge that the Town is a member of the Minuteman Nashoba Health Group (MNHG). The parties acknowledge that the MNHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Town and the Union both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

ARTICLE 24 - MILEAGE ALLOWANCE

All EMPLOYEES who are requested and authorized by the Chief to use their personal vehicles in the performance of their duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

ARTICLE 25 - UNIFORMS / GEAR

SECTION 1: EMPLOYEES will be issued a complete set up consisting of: five (5) complete sets of station wear to include a belt and badges (shirt, coat and wallet), one (1) uniform jacket (spring/fall style), one (1) uniform jacket (winter style) and one (1) pair of work boots (NFPA approved).

All EMPLOYEES shall be issued a complete set of NFPA compliant personal protective equipment to include: turnout coat, turnout pants, hood, boots, mask, gloves, suspenders, and helmet. EMPLOYEES shall be issued a PASS device, flashlight and charger, and tone alert radio pager and charger.

Personal protective equipment shall be properly sized and replaced every five (5) years, or sooner if deemed necessary by the Chief.

SECTION 2: Complete Class A uniforms will be provided to new hires at completion of the training period. Class A uniform upkeep or replacement is covered under Section 4.

SECTION 3: Personnel approved by the Chief to attend the Massachusetts Firefighting Academy Recruit Training Program shall be issued appropriate items required by the Academy for attendance and completion.

SECTION 4: EMPLOYEES will be allotted a uniform allowance of seven hundred and fifty dollars (\$750) each fiscal year. Allotment monies not used may not be carried into the next fiscal year.

New Hires start their yearly uniform allowance on the first day of the fiscal year after their date of hire. If a new hire starts his/her employment less than eight (8) months before the start of the next fiscal year then the allowance for his/her first full fiscal year will be one-half (0.5) of the usual allowance.

Uniform allotment use must be approved by the Chief. Worn or damaged items shall be returned upon the Chief's request. Upon termination of employment all equipment, gear, and uniforms shall be turned in to the Chief.

SECTION 5: if the Chief determines that a new uniform is required for EMPLOYEES, the EMPLOYER will provide new uniform components to the EMPLOYEES.

ARTICLE 26 - COMPLETE AGREEMENT

This document and the current, mutually accepted, job descriptions constitute complete Agreement between the EMPLOYER and the UNION. It is acknowledged that, during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and parties will meet immediately to resolve the provision in dispute.

ARTICLE 27 - MANAGEMENT RIGHTS

SECTION 1: This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted, except as may otherwise be provided in this Agreement.

SECTION 2: The EMPLOYER shall exercise the customary rights and responsibilities of the management of the Fire Department. The EMPLOYER shall have the exclusive right to manage the Fire Department, to direct the working forces, to contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge, maintain discipline, and require the observance of the EMPLOYER's reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may dismiss any EMPLOYEE with an overall performance rating below "meets requirements" if the rating has not been remedied to "meets requirements" in six (6) months. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

SECTION 3: The failure of the EMPLOYER to exercise, or the decision of the EMPLOYER not to exercise, any of its management rights in one or more instances, shall not be deemed to be a waiver by the EMPLOYER if it chooses to enforce the right or rights in any other instance or instances.

ARTICLE 28 - STRIKES AND WORK STOPPAGE

The UNION and the EMPLOYER agree that differences between the parties shall be settled by peaceful means provided within this Agreement. The UNION, and EMPLOYEES within the bargaining unit, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not authorize, instigate, sanction, or condone any strikes, work stoppages, delays, or any concerted refusal to perform normal work duties, as such actions are defined by M.G.L., Chapter 150E, on the part of any EMPLOYEE or group of EMPLOYEES covered by this Agreement. Violation of this article may be grounds for termination of employment.

ARTICLE 29 - CAREER INCENTIVE

SECTION 1: All regular full-time EMPLOYEES subject to this Agreement who further their education in a field related to their job, or beneficial to the EMPLOYER, or the Fire Department in general, shall receive a base salary increase as shown below:

| | |
|------------------|--------------------------------|
| Associate Degree | Four percent (4%) of base pay |
| Baccalaureate | Six percent (6%) of base pay |
| Masters Degree | Eight percent (8%) of base pay |

Semester hours of credit must be earned as part of a degree program leading to an Associate, Baccalaureate or Master's Degree in the field of Fire Science, Computer Science, Public Administration or other degree approved by the EMPLOYER. Credits must be awarded by an educational institution accredited by the New England Union

of Colleges and Secondary Schools or by the Board of Higher Education. Career Incentive increases shall be granted with the approval of the EMPLOYER upon certification of credit properly earned.

ARTICLE 30 - EMERGENCY MEDICAL TECHNICIANS

SECTION 1: The EMPLOYER will provide for and/or fund classes for at least 28 hours of continuing education credits within two (2) years.

SECTION 2: The EMPLOYER will provide for and/or fund at least one BLS refresher course every two (2) years. The Chief will oversee scheduling of an in-station course, but has the discretion to determine if an EMPLOYEE can take an outside course.

SECTION 3: Defibrillation and EPI training and certification will be provided for and/or funded by the EMPLOYER.

SECTION 4: Personnel will be paid at an overtime rate if attendance at any of the above courses/classes is not held within their normal shift hours.

SECTION 5: Personnel are responsible for monitoring and keeping current their EMT certifications (including EPI pen and DEFIB). The Chief and the EMS coordinator shall be informed of any status changes. Failure to maintain status could result in disciplinary action.

SECTION 6: EMPLOYEES will coordinate with the Chief for payment or reimbursement of costs associated with renewal of EMT credentials. The EMPLOYER will fund associated costs approved by the Fire Chief.

ARTICLE 31 - RULES AND REGULATIONS

The Chief will maintain a Department Rules and Regulations Book. Copies of existing rules, orders, and regulations shall be furnished to the UNION. Future revisions of rules and regulations, including memos and directives, shall be furnished by the Chief or EMPLOYER to the UNION at least two (2) weeks before they are implemented, except in emergency circumstances.

ARTICLE 32 - JOB SECURITY AND RELATED MATTERS

SECTION 1: During normal duty and in administrative matters, the Chief is the immediate supervisor of all full-time EMPLOYEES. To make best use of available resources during emergency responses, the Chief may make assignments of positions as he/she deems fit to handle the emergency situation(s).

SECTION 2: EMPLOYEES will be granted substitute or exchange time with qualified EMPLOYEES within the Department. Substitutions may be permitted, subject to approval by the Chief or his/her designee.

ARTICLE 33 - WAGES

Existing EMPLOYEES will move from Step to Step each July 1, if they have achieved an overall performance rating of "meets requirements" or better.

New EMPLOYEES will be hired at Step 1 (or at another Step if so determined by the Board of Selectmen). New EMPLOYEES hired before January 1, move to the next step on the following July 1, if they have achieved an overall performance rating of "meets requirements" or better. New EMPLOYEES hired after January 1, move to the next step on the July 1, after completing a full year of employment and achieving an overall performance rating of "meets requirements" or better.

Lieutenants shall be paid at 12% above the maximum Firefighter/EMT step.

Schedule for Hourly Rates for FY10

| Position | Step A | Step B | Step C | Step D | Step E | Step F |
|-----------------|--------|--------|--------|--------|--------|--------|
| Lieutenant | 26.74 | NA | NA | NA | NA | NA |
| Firefighter/EMT | 20.10 | 20.80 | 21.53 | 22.28 | 23.06 | 23.87 |

Schedule for Hourly Rates for FY11

| Position | Step A | Step B | Step C | Step D | Step E | Step F |
|-----------------|--------|--------|--------|--------|--------|--------|
| Lieutenant | 27.14 | NA | NA | NA | NA | NA |
| Firefighter/EMT | 20.40 | 21.11 | 21.85 | 22.62 | 23.41 | 24.23 |

Schedule for Hourly Rates for FY12

| Position | Step A | Step B | Step C | Step D | Step E | Step F |
|-----------------|--------|--------|--------|--------|--------|--------|
| Lieutenant | 27.68 | NA | NA | NA | NA | NA |
| Firefighter/EMT | 20.81 | 21.54 | 22.29 | 23.07 | 23.88 | 24.71 |


ARTICLE 34 - DURATION

The provisions of this Agreement will become effective July 1, 2009 and will continue in full force and effect through June 30, 2012, or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, 2011, give notice in writing to the other party by certified or registered mail.

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the officers duly authorized to do so by PFFM Local 4601.

Signed, this 11 day of May, 2009:

For the EMPLOYER:


James J. Gorman, Chair BoS

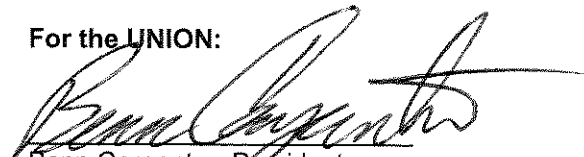

Rebecca R. Neville, Clerk BoS


Leslie R. Fox


Francis J. Powers


Raid M. Suleiman

For the UNION:


Benn Carpenter, President

DEFINITIONS

ADMINISTRATIVE DUTIES - day-to-day routine duties and assignments, permit applications, business and citizens interactions and questions, daily logs, state forms and reports. Daily department functions other than emergency responses and incidents.

CONTINUOUS SERVICE - any period of continuous paid service, including paid leaves of absence, vacation and sick leave, and time on 111F, but excluding unpaid leaves of absence.

EMERGENCY - unplanned, unexpected, sudden happening.

FULL-TIME - uniformed member appointed by the Fire Chief as Firefighter/EMT and regularly scheduled for 50 hours per week.

WORK DAY – The work day is a total of ten (10) paid work hours.

ATTACHMENT A

Town of Boxborough Complaint/Grievance Form

Statement of Grievance:

Article & Section reference from Contract or Personnel Administration Plan:

Statement of Remedial Action Sought:

Supporting Evidence (list of enclosures):

Submitted by:

Signature of Aggrieved

Signature of Union Representative

Date

| Step | Procedural Recipient | Procedural Date of Escalation | Aggrieved's Signature | Date/Time Submitted | Recipient's Signature | Date/Time Received |
|---------|----------------------|-------------------------------|-----------------------|---------------------|-----------------------|--------------------|
| Step 1 | Fire Chief | (14 cal. days) | | | | |
| Step 2 | BoS | (14 cal. days) | | | | |
| Step 2b | BoS ruling | (30 cal. days) | | | | |
| Step 3 | Arbitration | | | | | |

ATTACHMENT B

BOXBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION, INC.

INDIVIDUAL AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(last name) (first name) (middle initial)

TO: Treasurer, Town of Boxborough

Effective _____, I hereby request and authorize you to deduct from my weekly earnings the amount of exactly \$ _____ (_____ dollars and _____ cents) as the regular payment of the current rate of Association dues, as determined by majority vote of the Boxborough Professional Firefighters Association, Inc.

The amount deducted shall be done weekly, and paid to the Boxborough Professional Firefighters Association, Inc. within thirty days of the deduction.

This authorization shall remain in effect unless superceded in writing by me, rescinded in writing by me, or upon the termination of my employment. This authorization supercedes any previous weekly Association dues deduction form.

Signed: _____
(EMPLOYEE'S signature) (date)

Address: _____
(home)

(city) (state) (zip)